

## SC Department of Natural Resources

1000 Assembly Street, Room 242-A

P.O. Box 167

Columbia, SC 29202

(Return bid to above address.)

**James H. Jackson, Procurement Specialist**

**Phone: (803) 734-3978**

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**<http://www.dnr.sc.gov/admin/procure/bulletin.html>**

### **BID INVITATION**

|  |                |                            |
|--|----------------|----------------------------|
| Sealed bids will be received until:<br><b>October 17, 2006</b> | <b>11:00AM</b> | Bid Number: <b>B445024</b> |
|  |                |                            |
| Local time, then publicly opened.                              |                |                            |

Title: **High Density Polyethylene Pond Liner Replacement at the South Carolina Department of Natural Resources-Waddell Mariculture Center**

|  |  |
|--|--|
| Mailing Date: <b>September 18, 2006</b>              | Direct Inquiries to: <b>James Jackson</b>                                |
| William T. Pace, Jr., CPPO Dir. of Procurement Serv. | Req. Number: <b>445024</b>   |
| Vendor Name:   | FEIN or Social Security Number   |
| Vendor Mailing Address:                              | Reason for no bid:   |
| City, State, Zip:                                    | Telephone Number:<br>Fax Number:<br>E-mail Address:<br>Internet Address: |
| Authorized Signature (Manual):                       | Authorized Signature (Typed), Title:                                     |

**Delivery Point: SCDNR-Waddell Mariculture Center, 211 Sawmill Creek Road, Bluffton, SC 29910**

**Requested Delivery Time: ARO 30 Days**

### **MUST BE SIGNED TO BE VALID**

By signing this bid, I certify, under penalties of perjury that we have complied with section 12-54-1020(b) of the SC Code of Laws of 1976 as amended, relating to payment of taxes.

**\*\*\* Bid number and opening date must be shown on sealed envelope. \*\*\***

**\*\*\*Bid award will be posted at 1000 Assembly Street, outside Room 252, Columbia, SC 29201. \*\*\***

**\*\*\*If a statement of award is desired, please enclose a self-addressed stamped envelope. \*\*\***

### **Bid Acceptance Period**

In compliance with the invitation, and subject to all conditions thereof, the signer offers and agrees, if this bid is accepted within \_\_\_\_\_ days from the date of opening, to furnish any or all items/services quoted at the prices set forth.

Acceptance period will be thirty (30) days unless specified otherwise above.

## **SC RVP & SC/US Preferences**

### **SC Resident vendor Preference**

I certify that I am a resident vendor meeting all qualifications as defined in Section 11-35-1524 of the SC Consolidated Procurement Code and hereby request the preference be exercised on my behalf in the consideration of award of this bid.

\*In order to make claim for this preference in the award of this bid, the person signing the bid must place their initials here \_\_\_\_\_.

\*Address and phone number of SC office. (Must be completed if making claim)  
\_\_\_\_\_  
Phone # \_\_\_\_\_

### **SC/US Made, Manufactured or Grown End-Product Preference**

\*By signing bid and checking the appropriate space(s) provided and identified on the bid pricing schedule, vendor certifies that the end product(s) as shown in this bid are either made, manufactured or grown in South Carolina or other States of the United States, ref: 11-35-1524. The preference does not apply to services.

Note: These do not apply to a vendor of goods, whether in quantity or not, when the price of a single unit is more than \$30,000.00, or to any procurement where to contract award is less than \$10,000.00.

Notice: Important information pertaining to preferences.

\*If a bidder has not requested the preferences he will neither be entitled to claim any preference against another bidder nor will he be protected from application of another bidder's claim to a preference against his bid in determining contract award.

### **Discussion with Bidders**

Discussion may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids.

### **Discussions/Negotiations**

By submission of a bid/proposal, the bidder/proposer agrees that their bid/proposal is based on the written specifications, terms and conditions and any written amendments issued by the procurement officer of record. The bidder/proposer agrees that during the period following issuance of a bid/proposal and prior to notification of intent and/or award of contract, bidder/proposer shall not discuss this procurement with any party except the procurement officer of record of the SC Department of Natural Resources or other parties designated in this solicitation. A bidder/proposer may have their bid/proposal rejected if they violate this condition.

### **Funding Notice**

The award of this bid is being funded in whole or in part by federal funds. The percentage of the total cost of this bid that will be financed by federal funds is as indicated n/a %, project dollar amount \$ n/a, and percentage of project financed by non-governmental sources \$ n/a.

The State of South Carolina, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000D-4 and title 499, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally-assisted programs of the DOT issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or natural origin in consideration for an award.

## **INSTRUCTION TO BIDDERS**

Only one copy of the invitation to bid is required.

Bids, amendments thereto or withdrawal request must be received by the time advertised for bid opening to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in the solicitation document. Any withdrawal request received after time of opening shall be governed by regulation 19-445.2085.

When specifications or descriptive papers are submitted with bid invitation, enter bidder's name thereon.

Submit your signed bid on this form. Show bid number on envelope as instructed. The State of South Carolina assumes no responsibility for unmarked or improperly marked envelopes. All envelopes received showing a bid number are placed directly under locked security until the date and time of opening. Do not include more than one bid invitation per envelope. If directing any other correspondence, address the envelope to the procurement specialist but do not include the bid number on this envelope since it does not include your bid.

Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina 1976, as amended (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in section 30-4-40. The State reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State or its agents for its determination in this regard.

By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.

Tie bids will be resolved as outlined in Section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.

Do not include any taxes in the bid price shown that the State may be required to pay. Upon submission of a bid by a State agency, the procurement officer will compute a 6% sales/use tax to the non-state agency bids when applicable (service/labor excluded) in determining the low bidder. This procedure is necessary by S.C. Tax Commission sales and use tax regulation 117-174-.95.

Any vendor desiring to exercise rights under section 11-35-4210 (right to protest) of the South Carolina Consolidated Procurement Code should direct all correspondence to the Chief Procurement Officer, Materials Management Office, 1201 Main Street, Suite 600, Columbia, SC 29201.

### **GENERAL PROVISIONS**

**Bid Rejection/Cancellation:** The State of South Carolina reserves the right to reject any and all bids and to cancel the solicitation.

**Unit Price Governing:** Unit prices will govern over extended prices unless otherwise stated in bid invitation.

**Bidders Qualification:** Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The S.C. Department of Natural Resources reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.

**Solicitation Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the S.C. Department of Natural Resources and the procurement officer shall not be legally bound by any amendment to provide interpretation that is not in writing.

**Bidders Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint him with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

**Award Criteria:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the invitation for bids.

**Rejection:** The State reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared to the same or other bids if such action is in the best interest of the State.

Competition: This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the S.C. Department of Natural Resources in writing so as to be received five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

Waiver: The State reserves the right to waive any instruction to bidders, general or special provision, general or special condition, or specifications deviation in accordance with the authority provided in regulation 19-445.2080.

Order of Precedence: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order (a) bid pricing schedule, (b) bid specifications, (c) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (d) special solicitation provisions/special contract clauses and (e) instructions to bidders.

Correction of Errors on This Bid Form: All prices and notations should be printed in ink or typewritten. Errors should be crossed out corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.

### **GENERAL CONTRACT CLAUSES**

Default: In case of default by the contractor, the State reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.

Contract Administration: Questions or problems arising after award of this contract shall be directed to the S.C. Department of Natural Resources, 1000 Assembly Street, Columbia, S.C. 29201.

Force Majeure: The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of god or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemic, quarantine restrictions, strikes, freight embargoes, and unusually severe weather but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule.

Save Harmless: (This clause does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and all State officers, agents, and employees, from all suits of claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the State if such patent trademark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.

Publicity Releases: Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to State or imply that the products or services provided are endorsed or preferred by the user.

Quality of Product: (This clause does not apply to solicitations for printing and service requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in 11-35-310 of the Procurement Code, if items that are other than new (i.e. remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least 5 days in advance of bid opening from the person to whom inquiries are to be directed as listed on the front page of the bid invitation.

Tax Credit Availability: Vendors interested in income tax credit availability by subcontracting with certified minority firms should contact Office of Small & Minority Business Assistance, 1205 Pendleton Street, Columbia, S.C. (803) 734-0562).

S.C. Law Clause: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

Termination: The State may, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension. (See Default Clause)

Assignment: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the S.C. Department of Natural Resources.

Affirmative Action: The successful bidder will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R 60 - 1.4, 60-250.4 and 60-7

Protection of Human Health and the Environment: The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and the Environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to, "The Hazard Communication Standard" OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

Payment of Goods & Services: Payment of goods and services received by the State shall be processed in accordance with section 11-35-45 of the South Carolina Procurement Code.

### **SPECIAL SOLICITATION PROVISIONS**

Scope: The purpose of this bid invitation is to replace high density polyethylene pond liner(s) complying with the enclosed description, conditions, and/or specifications as applicable to this bid notice.

Bidding Instructions: The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The offeror must include with his bid, supporting product data sufficient for the State to determine equality and acceptability. The right is reserved to reject any offering in which the items offered are considered unsatisfactory in any manner. The State will determine if minor deviations from the listed features are acceptable.

Evaluation/Award: Award will be made to one bidder for entire quantity.

### **SPECIAL CONDITIONS CLAUSES**

Warranty: Manufacturer's standard warranty will be required in writing with delivery of product.

Indemnification: The State of South Carolina, its officers, agents, and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the contractor, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to use the materials in the manner outlined by the contractor in descriptive literature or specifications submitted within the contractor's bid.

Alterations: No alterations are to be made to the requirements of this solicitation without prior approval from the SCDNR Purchasing Office. Any alterations made without prior approval, will result in non-payment for the costs incurred for the alterations.

Licenses, Permits, Insurance: All costs for required licenses, permits, and insurance shall be borne by the contractor.

Site Clean Up: The contractor shall keep the construction site clean and free from accumulation of debris or building materials during the construction. At the completion of the work, the entire facility and premises shall be left clean. The contractor shall remove from the premises all accumulations of trash and other materials, which are not used in the construction process, on a daily basis.

Contractor's Care: Contractor shall exercise due care in protecting SCDNR property. Vendor will be responsible for any damages and will be required to restore/repair any damaged property. If the contractor fails or refuses to repair any damages promptly, the contracting officer may have the necessary work performed by another party and have the cost charged to the contractor.

Payment: Payment will be made upon 100% completion and approval of work.

Final Inspection: At the completion of the contracted work, a representative of SCDNR will accompany the contractor on an inspection of the work. All defects found in the work must be corrected before payment will be authorized.

### **Insurance Requirements**

#### **1. Contractor's and Subcontractor's Insurance**

A. Contractor shall not commence work under this contract until he has obtained all insurance required hereunder and such insurance has been approved by the Department of Natural Resources, nor shall the contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.

Approval of the insurance by the Department shall not relieve or decrease the liability of the contractor hereunder.

#### **B. Compensation and Employer's Liability Insurance**

The contractor shall take and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

#### **C. Bodily Injury and Property Damage Liability Insurance**

The contractor shall take out and maintain, during the life of this contract, such Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury Liability and Property Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by any subcontractors or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be not less than:

1. Bodily Injury Liability Insurance in an amount not less than one hundred thousand dollars (\$100,000.00) for injuries, including wrongful death on any one person and subject to the same limit for each person in an amount not less than three hundred thousand dollars (\$300,000.00) on account of one accident.

2. Property Damage Insurance in an amount not less than one hundred thousand dollars, (\$100,000.00).

#### **D. Owner's Protective Liability Insurance**

The contractor shall take out, furnish to the Department, and maintain during the life of this contract, complete Owner's Protective Liability Insurance in an amount as specified in Paragraph (c) above, for Bodily Injury Liability Insurance and for Property Damage Liability Insurance.

Proof of Required Insurance Coverage: Contractor shall furnish the Department with a certificate showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Failure to provide this certificate may be reason for rejection.

Regulations and Standards: The work shall comply with all laws, ordinances and regulations of all legally constituted authorities having jurisdiction over any part of this work. These requirements supplement the specifications and shall take precedence in case of conflict.

All work shall be performed and completed in a thoroughly workmanlike and professional manner in accordance with best modern practices, regardless of any omissions from the attached specifications and/or drawings.

## **IMPORTANT NOTICE**

Bidder/Offeror

Re: S.C. Withholding Tax Amendments

Code Section 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriation Bill, Part II amended the above referenced code section to eliminate withholding from payments to nonresident contractors and rental recipients if the nonresident is registered or registers with the S.C. Department of Revenue or the S.C. Secretary of State's Office. The nonresident must provide an affidavit to whomever they are contracting with to that effect.

The entity or person letting the contract to the nonresident will retain the affidavit. In the absence of an affidavit being provided, withholding will be required (contracts--2%, rental or royalty recipients--7% for corporations, or 5% for individuals and partnerships).

The filing of the affidavit affirming registration by the nonresident eliminates the requirement to withhold by those letting contracts to nonresident as well as the posting of the surety bond by the nonresident. Enclosed is an affidavit and instructions to be used when contracting with nonresidents.

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803)898-5872 or writing the S.C. Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140.

**INSTRUCTIONS**  
**NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

**REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS**

Code Section 12-9-310(A)(3) requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.00 in any one calendar year.

Code Section 12-9-310(A)(2) requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

**PURPOSE OF AFFIDAVIT**

A person is not required to withhold taxes with regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

**TERM AND DURATION OF AFFIDAVIT**

It is recommended that an affidavit be obtained from a nonresident taxpayer for each separate contract or agreement. Otherwise, the affidavit submitted by a nonresident taxpayer shall remain in effect for a period of three (3) years, or for a lesser time if the person earlier receives notice of revocation of exemption from withholding from the South Carolina Department of Revenue.



**STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE  
NONRESIDENT TAX PAYER REGISTRATION AFFIDAVIT  
INCOME TAX WITHHOLDING**

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Owner, Partner(s) or Corporate Name of Nonresident Taxpayer:

\_\_\_\_\_

2. Trade Name (Doing Business As):

\_\_\_\_\_

3. Mailing Address:

\_\_\_\_\_

4. Federal Identification Number:

\_\_\_\_\_

5. \_\_\_\_\_ Hiring or Contracting with:

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Receiving Rentals or Royalties From:

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate statement below):

\_\_\_\_\_ The South Carolina Secretary of State or

\_\_\_\_\_ The South Carolina Department of Revenue

Date of Registration:

\_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that fine; imprisonment or both could punish any false statement contained herein.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-40(b)(6)(f)(5), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

\_\_\_\_\_  
(Signature of Owner, Partner or Corporate Officer) (Seal) \_\_\_\_\_  
Date

If Corporate officer state title:

\_\_\_\_\_

\_\_\_\_\_  
(Name - Please Print)

**Internet Accessibility, Release of Copyright and Publishing Rights**

It is the intent of the Department of Natural Resources to provide resource information to Department employees, vendors and the general public through the Department's Web Page. This information is featured in the "Doing Business with DNR" section of the web page. From time to time, product information, product literature and photographs of products may be used to further emphasize the Department's mission or to emphasize or introduce a certain product to our employees that may be under contract.

The execution of this document, your firms signature, hereby authorizes and gives permission to the Department of Natural Resources to utilize product literature, photographs and product information as necessary to disseminate this information to its web users.

At times, the Department may request digital prepared photographs (data saved to disk that can be uploaded to the web server) and literature formatted for web publication that your firm has readily available and may be currently using in its own web site. This information will be provided to the department at no cost.

The successful bidder shall indemnify and save harmless the State of South Carolina and all State officers, agents, and employees, from all suits of claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the State if such patent trademark or copyright infringement or claim is based upon the States' use of material furnished to the State by the bidder.

Bidder is in agreement with the terms and conditions of this copyright release by the execution of this document by the representative company official below:

\_\_\_\_\_(Seal)\_\_\_\_\_  
\_\_\_\_\_  
(Signature of Owner, Partner or Corporate Officer)      Date

If Corporate Officer state title:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Name - Please Print)

My company is not currently represented on the Internet and/or wish not to participate in exchanging company product literature, photographs for your agency use. I have indicated below.

Please Check Which Applies.

Wish not to participate \_\_\_\_\_  
Not currently represented \_\_\_\_\_

## **Specifications for High Density Polyethylene Pond Liner Replacement at the South Carolina Department of Natural Resources-Waddell Mariculture Center**

**Site Location:** Waddell Mariculture Center, 211 Sawmill Creek Road, Bluffton, SC 29910

**Intent:** The South Carolina Department of Natural Resources is seeking bids for high-density polyethylene (HDPE) pond liner replacement work to be performed at the Waddell Mariculture Center (WMC) in Bluffton, SC.

**Material:** The contractor will provide all materials. The liner must be a minimum 60-mill high-density black polyethylene (HDPE) liner material or heavier. The contractor must provide the name, address, phone number and contact person for the liner distributor they choose. A small sample of the liner must be provided for inspection before work can be approved.

### **Project Description**

This high-density polyethylene pond liner (HDPE) replacement work is to be performed at the Waddell Mariculture Center (WMC) in Bluffton, SC. The WMC has four (4) 0.6-acre ponds that are now completely lined with twenty-three year old 40-mill HDP. Each pond has a concrete water control structure (WCS) to control the water level in the pond, a concrete walkway, and a harvest basin connected to the WCS and located inside the ponds. There are three (3) water inlet pipes (six and eight inch) and one or two posts protruding through the liners on top of the berms. The pond bottoms are covered with a layer of sand that is 10 inches deep.

The replacement of the liners requires that new black 60-mill HDPE pond liner material replace the old liner and new boots be welded around all pipes and posts. The old liner on the berms must be cut away and removed. The pond bottoms are covered with sand. The new liners must be installed to completely cover the exposed pond berms and the existing sand bottoms. The liner must be trenched in at the top of the pond berms a minimum of 18 inches. The contractor will be responsible for removing the old liner materials from the pond sides and disposing of this material off site. The contractor will attach the new liner around the concrete water control structure, harvest basin and concrete walkway for each pond. This will be accomplished by pouring a concrete footer (a minimum of 12 inches wide and 12 inches deep) around the perimeter of the walkway, water control structure, and harvest basin (total length is approximately 100 feet). This footer must be tied into the existing concrete structures by drilling into these structures and installing fiberglass connecting rods. This will keep the concrete footer from pulling away from the water control structure and walkway when the HDPE liners contract. Connecting sections of HDPE "imbed" will be placed in the concrete form. When the concrete is poured into the form concrete to construct the footer, the "imbed" will extend out from the concrete. The new liner will then be welded to the "Imbed" forming a watertight seal around the concrete structures. The contractor will caulk all concrete connections. All welds, caulking and boots must be guaranteed for one year from completion of the job. This work must be acceptable by existing HDPE lined pond standards. Before installing the liner, the earthen pond bottoms must be smooth and correctly sloped towards the drain structure. The berms must be properly sloped and any damage caused by the contractor or inclement weather to the berms must be corrected by the contractor prior to the installation of the liners.

Waddell Mariculture Center staff will make sand available for needed repairs to the pond's earthen berms as the contractor removes the liners. This work will be coordinated with the contractor to minimize delays. The contractor is responsible for making the berms and bottoms smooth prior to installing the liners. Pond slopes are critical to the performance of the ponds. These ponds must drain completely.

The contractor will provide all materials and perform the described earthwork, installation of footers, placement of liners and attachments. Electricity is available on-site. The contractor may leave their equipment at the WMC during the time of the job.

A set of drawings of the ponds including measurements is available. However, contractors shall rely on their own measurements when ordering liners.

**Project plans and drawings will be made available at the mandatory site visit (discussed below).**

**Mandatory Site Visit:** Due to the scope of work, SCDNR is requiring that all vendors, who wish to bid on this solicitation, make a site visit to the Waddell Mariculture Center. Please contact Al Stokes (843-837-3795) to set up a site visit. **Project plans and drawings will be made available to vendors at the site visit.**

**Contact Person:** Al Stokes, SCDNR-Waddell Mariculture Center  
**Phone:** (843) 837-3795  
**Cell Phone:** (843) 816-3795  
**E-mail:** [stokesa@mrd.dnr.state.sc.us](mailto:stokesa@mrd.dnr.state.sc.us)

## **PRICING SCHEDULE**

| LINE<br>ITEM | COMMODITY/SERVICE DESC  | QTY. | U/M | SC | US | UNIT<br>PRICE | EXTENDED<br>PRICE |
|--------------|---|------|-----|----|----|---------------|-------------------|
| 0001         | <b>High Density Polyethylene Pond Liner<br/>Replacement at the Waddell Mariculture<br/>Center as Per Specifications</b> | 1    | JOB |    |    | \$            | \$                |
|              |   |      |     |    |    | <b>Total:</b> |                   |

DELIVERY\_\_\_\_\_ DAYS ARO

MFG\_\_\_\_\_MODEL\_\_\_\_\_

INITIAL WARRANTY\_\_\_\_\_ DAYS PARTS

\_\_\_\_\_DAYS LABOR

